

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF ILLINOIS**

**IN RE YASMIN AND YAZ (DROSPIRENONE)  
MARKETING, SALES PRACTICES AND  
PRODUCTS LIABILITY LITIGATION**

**3:09-md-02100-DRH-CJP**

**MDL No. 2100**

**The Honorable David R. Herndon**

*This document relates to:*

**All Actions**

**CASE MANAGEMENT ORDER NO. 82  
ESTABLISHING QUALIFIED SETTLEMENT FUND FOR YAZ ATE  
SETTLEMENT PROGRAM AND APPOINTING QSF ADMINISTRATOR**

Upon the Agreed Motion to Establish Qualified Settlement Fund (the “Motion”), and for good cause shown, the Court hereby enters the following orders with respect to establishing the Qualified Settlement Fund Administrator and related matters:

1. The YAZ ATE Settlement Fund (the “QSF”) is established as a Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1 and pursuant to the jurisdiction conferred on this Court by Treas. Reg. § 1.468B-1(c)(1).
2. Providio MediSolutions, LLC (“Providio”), is hereby appointed as Administrator of the QSF pursuant to the terms, conditions, and restrictions of the Master Settlement Agreement and the Motion. QSF Administrator and is hereby granted the

authority to conduct any and all activities necessary to administer the QSF as described in the Motion.

3. Providio as the QSF Administrator is authorized to segregate settlement funds into sub accounts, invest the settlement funds, and rely upon directions from one or more lien resolution administrators as set forth within the accompanying Motion.
4. Providio as the QSF Administrator is authorized to make distributions from the QSF Award Account consistent with the MSA and the accompanying Motion.
5. Providio as the QSF Administrator is authorized upon final distribution of all monies paid into the QSF, to take appropriate steps to wind down the QSF and thereafter discharging the QSF Administrator from any further responsibility with respect to the QSF.
6. The QSF Award Account shall be held at Deutsche Bank (“the Bank”) according to the terms, conditions and restrictions of the MSA and the accompanying Motion.
7. No bond is required for the QSF Administrator, provided that all monies received by the QSF from the Defendant pursuant to the MSA, which include all principal and interest earned thereon (the “Settlement Monies”), shall be deposited by the

QSF Administrator in an investment agency account held in custody at the Bank, for the benefit of and titled in the legal name of the QSF and invested in instruments/securities comprised of: (a) United States Agency, Government Sponsored Enterprises or Treasury securities or obligations (or a mutual fund invested solely in such instruments); (b) cash equivalent securities including SEC registered money market funds and/or collateralized money market accounts; and/or (c) deposit and similar interest-bearing, or non-interest bearing accounts subject to Federal Depository Insurance Corporation protections as available.

8. Following the instructions of the QSF Administrator, the Bank shall invest the QSF Award Account such that the following investment policy is implemented: (a) safety of principal; (b) zero bank liability exposure; and/or (c) the use of zero sweep disbursement accounts. Notwithstanding the foregoing, the Bank shall not be allowed to distribute any income or principal from the QSF Award Account except upon instructions of the QSF Administrator. The QSF Administrator retains the right to remove the Bank, and may designate a replacement bank, upon the written consent of the NPC. In the event of such replacement, the terms and conditions of this Order, including,

without limitation, those addressing bond requirements, investments, and distributions from the QSF Award Account, shall apply to any such replacement bank.

9. The QSF Administrator shall not be liable for any losses as a result of investing the Settlement Monies as directed by the Court. Any such losses shall not be recoverable from Plaintiffs, the NPC or other counsel to Plaintiffs, the Defendant nor any other entities or individuals released from the underlying litigation, none of whom shall have any responsibility for the QSF Administrator's and the Bank's performance. Receipt and/or investment of the Settlement Monies shall be confirmed to the NPC by the QSF Administrator as soon as practicable by account statement or other reasonable method not to exceed fifteen (15) days from receipt of the Settlement Monies by the Bank.
10. The QSF Administrator is authorized to effect qualified assignments of any resulting structured settlement liability or similar vehicle within the meaning of Section 130(c) of the Internal Revenue Code to the qualified assignee, and to take all actions as provided in the Motion filed with this Court by Counsel, following the terms of the Settlement Agreement entered by this Court.

11. Upon final distribution of all monies paid into the QSF, the QSF Administrator shall take appropriate steps to wind down the QSF and thereafter shall be discharged from any further responsibility with respect to the QSF.

**IT IS SO ORDERED.**

**DATE: April 8, 2016**

*David R. Herndon*  
Digitally signed by  
Judge David R. Herndon  
Date: 2016.04.08  
10:30:50 -05'00'

**United States District Court**